

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 52
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

INFORMATION PAGE

Quote Informational Page

1. SERVICES: Installation and assembly of 42 Sprung Structures, walkway covers, other components, install windows and furnish and install window air conditioners. Period of Performance 1 October 2005-15 November 2005 as Sprung Structures are received.
2. SUBMISSION OF QUOTES: Quotes may be submitted electronically through the Army single face to industry website at <https://acquisition.army.mil/asfi/>. Quotes will also be accepted by e-mail or fax: E-Mail address: jeanette.mathena@us.army.mil Fax No. 808-438-6563. No telephonic requests. **Offerors are required to verify that their quote was received.**
3. NOTIFICATION TO OFFERORS—ACCESS TO ARMY INSTALLATIONS: All vehicle operators must be prepared to provide a valid drivers license, vehicle registration, certificate of insurance and current safety inspection to the security guard prior to entry to the Installation.
4. QUESTIONS ABOUT THIS SOLICITATION MAY BE DIRECTED TO: Ms. Jeanette Mathena, (808)438-6535, ext. 229, email jeanette.mathena@shafter.army.mil, or Ms Diane Baltunado, (808)438-6535, ext.203, email [e-mail: diane.baltunado@us.army.mil](mailto:diane.baltunado@us.army.mil).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	INSTALL OF SPRUNG STRUCTURES FFP INSTALL STRUCTURE AND ELECTRICAL PACKAGE Assembly, erection, anchoring of the Sprung Structure, Signature Series (insulated) and installation of the doors, vents and electrical package. PURCHASE REQUEST NUMBER: APVGGR-5274-N025	42	Each		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FSC 4120 AIR CONDITIONER FFP AIR CONDITIONERS Furnish and install (2) air conditioners per 16'x30' insulated Sprung Structure, Signature Series. PURCHASE REQUEST NUMBER: APVGGR5274N025	84	Each		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	INSTALLATION OF WINDOWS FFP Installation of 84 each 39x39 glass windows	84	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	INSTALLATION OF WALKWAY COVERS FFP	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CONTRACTOR MANPOWER REPORTING (CMR) FFP The Contractor Manpower Reporting is required to be accomplished within 30 days after completion of work.	1	Lump Sum		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2005 TO 15-NOV-2005	N/A	US ARMY GARRISON HI OFFICE OF THE CDR LTC JAY HAMMER BLDG 580 SCHOFIELD BARRACKS HI 96857 8086554337 FOB: Destination	APVGGC
0002	POP 01-OCT-2005 TO 15-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	APVGGC
0003	POP 01-OCT-2005 TO 15-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	APVGGC
0004	POP 01-OCT-2005 TO 15-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	APVGGC
0005	POP 01-OCT-2005 TO 14-DEC-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	APVGGC

CLAUSES

Section SF 1449 - CONTINUATION SHEET

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Contractor must be an authorized Sprung Representative.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business

concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X ____ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

____ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X ____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

X ____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

X ____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
X ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

ARMY CONTRACTING AGENCY
REGIONAL CONTRACTING OFFICE, HAWAII
ATTN: SFCA-PRH-S
BLDG 520 (BASEMENT), PIERCE STREET
FORT SHAFTER, HI 96858-5025

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

(End of clause)

Section SF 1449 - CONTINUATION SHEET

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X ☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2005) (☐ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

x____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

x____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

x____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III (May 2002).

x____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

FURNISHING OF ANY COLLECTIVE BARGAINING AGREEMENT TO THE GOVERNMENT

The Contractor shall provide to the Contracting Officer, a copy of any changes to existing collective bargaining agreement applicable to employees performing under this contract within 15 calendar days after the agreement becomes effective.

FURNISHING OF INCUMBENT CONTRACTOR'S CERTIFIED EMPLOYEE SENIORITY LIST (Applicable if Contract Performed on Government Installation)

The Prime Contractor shall furnish to the Contracting Officer not later than ten (10) days before contract completion a certified list of all service employees on the Contractor's or Subcontractor's payroll during the last month of the contract, together with anniversary dates of employment. (RE: Paragraph (n), "Seniority List", Federal Acquisition Regulation (FAR) 52.222.41, "Service Contract Act of 1965, as amended", (May 1989)

CONTRACTOR'S LOCAL REPRESENTATIVE

Throughout the entire contract period, the Contractor shall have a representative on the island where work is to be performed who is authorized to act for the Contractor and empowered to deal directly with the Contracting Officer on all matters concerning the services and/or supplies to be furnished under this contract. This person must be an employee of the prime contractor. The Contractor shall furnish, in writing, to the Contracting Officer the identity of such representative, including an alternate, with the telephone number and exact location where the individuals may be reached. He/she must be able to understand (read, write and speak) the English language.

EMPLOYMENT OF STATE RESIDENTS

The following clause applies only if the Unemployment Rate in the State of Hawaii is in excess of the national average of unemployment as determined by the Secretary of Labor. To obtain the most recent rate for the State of Hawaii, contact the Hawaii Department of Labor and Industrial Relations, Research and Statistics Office (808) 586-9035. (<http://www.hawaii.gov/workforce/urate.gif>)

DFARS 52.222-7000, RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (DEC 1991

(a) The Contractor shall employ, for the purposes of performing that portion of the contract work in the State of Hawaii, individuals who are residents of the State, and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in each subcontract.

MISCONDUCT OF CONTRACTOR EMPLOYEES

The Contracting Officer may require the contractor to correct instances of misconduct by employees working on this contract. In addition, the Contracting Officer may direct the contractor employee be escorted from the Army installation if determined that such action is necessary to protect the interests of the Army. The

Installation Commander or appointed designee has the authority to bar contractor employees from the installation when determined to be in the best interest of Army.

EMPLOYMENT OF MILITARY PERSONNEL

No military personnel assigned, attached or on TDY to any military unit shall be employed by the Contractor to perform work under this contract unless and until he or she has furnished the Contractor written approval of the Installation Commander, and in no event shall such personnel be utilized in a supervisory capacity in performance of the contract work.

CONTRACTOR INSPECTION SYSTEM

The Contractor shall have an inspection system to cover the services to be performed in sufficient detail to preclude performance of these services in a manner which would be unacceptable to the Government under the contract terms and conditions. A system acceptable to the Government would accomplish this objective in an economical and efficient manner. The Contractor is responsible for assuring that all services performed conform to contractual requirements prior to submitting these services to the Government for acceptance. It is suggested that the inspection system address the following:

- Inspection Documentation
- Records
- Corrective Action
- Changes
- In-Process Controls
- Indication of Inspection Status

The Contractor's written inspection system shall be provided to the Contracting Officer upon request for review and evaluation for effectiveness.

CONTRACTOR LIABILITY FOR PROPERTY

Unless otherwise specified, the Government assumes no liability, and hereby disclaims liability for damages to or losses of, Contractor-owned or furnished property which, pursuant to the terms of his contract, is placed on a U.S. Government installation or other real property under the control of the United States Government, whether by lease, license, permit, or otherwise, except for loss or damage caused by the negligence or wrongful act or omission of a military person or civilian employee or the Department of Defense while acting within the scope of this employment under circumstances in which the United States if a private person, would be liable to the Contractor in accordance with the law of the place where the act or omission occurred. Any claim of the Contractor falling within the purview of the exception, should be submitted, pursuant to the Federal Tort Claims Act, to the Army Contracting Agency, Regional Contracting Office- Hawaii, Fort Shafter, Hawaii 96858-5025.

EMERGENCY PLANNING COMMUNITY RIGHT TO KNOW ACT (EPCRA) HAZARDOUS SUBSTANCES (HS)

This applies to any contractor utilizing EPCRA HS in performance of any work while on any US Army Garrison, Hawaii (USAG-HI) installations. These chemicals are defined in EPA document EPA 550-B-98-017, Title III List of List, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right to Know Act and Section 112(r) of the Clean Air Act Amended. Contractors are responsible for knowing which chemicals they may use or transport are contained on the list. For convenience, contractors may review a copy of the EPA document at the Directorate of Public Works (DPW) Environmental Department. To obtain a copy of the list, the document is also available at the U.S. Environmental Protection Agency (EPA) Web address:

<http://yosemite.epa.gov/oswer/CeppoWeb.nsf/content/index.html>. For contractors' information, the locations of these chemicals stored on USAG-HI installations are available upon request. To obtain the list of locations, forward request to the following E-mail address: takenakac@Schofield.army.mil. Indicate name, company, contract awarded and description of contract. A data-base of locations of chemicals will then be forwarded upon review and approval of request. Contractors working on USAG-HI installations are encouraged to review this database which will provide information where potentially hazardous chemicals are stored.

(1) Reporting. All spills of substances containing EPCRA HS will be immediately reported to the Directorate of Public Works Spill Response line at 656-1111. The Contracting Officer must be notified during the first business hour immediately after. All waste developed resulting from EPCRA HS being utilized will be immediately reported to the DPW Environmental Office, phone: 656-2878 x 1022 (Mr. Akasaki).

(2) All Contractors Utilizing Substances Containing EPCRA HS will perform the following prior to contract start.

(a) Review the Installation Spill Contingency Plan, the Installation Hazardous Waste Management Plan and the 40-hour Environmental Compliance Officer Course manual available at the DPW Environmental Department or at the Directorate of Contracting. Upon review, the contractor or designated responsible employee shall sign a certification statement that they have reviewed and understand the contents of these documents.

(b) Provide a list of all EPCRA HS substances projected to be utilized, the estimated quantities of each and the Material Safety Data Sheets to the DPW Environmental Department and also to building 6040 East Range for material bar-codes.

(c) Provide the name, phone number, and pager number of a company spill response point of contact. The point of contact must be trained in spill response.

(d) Provide a copy of an agreement with a hazardous materials spill response company in the event of a spill.

(e) Provide copies of training certificates on environmental training and spill response training.

(f) Appoint a primary and alternate Environmental Compliance Officer in writing.

(g) Develop a notification procedure in the event of a spill to include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense.

(3) Annual Update. On an annual basis, but not later than 1 February of each year, provide DPW Environmental Department an updated list as referenced in (2)(b) above.

(4) Contractor Caused Spills of Substances Containing EPCRA HS or Waste Generated from Items Containing EPCRA HS.

(a) All spills caused by the contractor will be cleaned up under supervision of the contractor and a qualified hazardous materials spill response company, at no cost to the government, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Department.

(b) Accomplish all spill notifications as required by the U.S. Environmental Protection Agency and State of Hawaii to the Hazard Evaluation Emergency Response Office, Local Emergency Response Commission and National Response Center.

(c) Pay for disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. Ensure all disposal is in accordance with all applicable laws and regulations at authorized disposal sites.

OIL/HAZARDOUS SUBSTANCE SPILL RESPONSE

The contractor shall provide immediate response to stop, contain, and clean-up all spills of oil and other hazardous substances that result from his performance under this contract. The containment, clean-up, and reporting of the accident will be in accordance with federal and state laws and regulations. Any and all costs for spill clean-up shall be paid for by the contractor and not by the Government. The contractor will pay any fines or penalty charges associated with a citation issued by federal, state or local officials as a result of the accident. In all cases, the contractor shall report spills to the Installation On-Scene Coordinator (IOSC), who is the Chief, Environmental Office, Directorate of Public Works (DPW), within 30 minutes after discovery. The telephone number for the IOSC during normal duty hours is 656-2878. During non-duty hours, the contractor shall notify the DPW Work Management Branch at 656-1275. Additionally, the COR or TRCO shall be notified of the incident after the IOSC has been contacted.

a. On-Post Spills. The IOSC shall inspect the contractor's clean-up effort to ensure that it is timely and adequate. Failure of the contractor to take satisfactory remedial action as judged by the IOSC may result in Government intervention in the clean-up action. Any costs incurred by the Government to clean-up a contractor-caused spill shall be reimbursed by the contractor.

b. Off-Post Spills. The contractor shall be responsible for and pay for cleanup of off-post spills in accordance with directions received from appropriate local authorities (e.g., Honolulu Fire Department, State Civil Defense, etc.). Off-post spills shall also be reported to the IOSC. If there is no local government supervision of the clean-up effort and the contractor's own actions are not satisfactory as judged by the IOSC, the Government may intervene with all costs being reimbursed by the contractor.

c. Discovery of Other Than Contractor-Caused Spills. The contractor shall report any spills of hazardous materials to the IOSC within 30 minutes of discovery.

INSTALLATION RULES AND REGULATIONS

a. Contractor personnel shall observe and comply with all rules and regulations prescribed by installation authorities concerning motor vehicles, fire, safety, security and possession of firearms or other lethal weapons.

b. The Contracting Officer will provide the Contractor with sufficient copies of installation regulations upon request.

ACCESS TO INSTALLATIONS – PERSONNEL and VEHICLES

a. All contractor (and subcontractor) personnel contracted by the 25th ID(L) or USARHAW who do not qualify for the Department of the Army Civilian Identification card or other approved identification will be issued a Green Contractor Installation Access Pass to access Army Installations. The contractor shall provide to the Contracting Officer the names and social security numbers of individuals requiring access in performance of the contract no later than 14 days prior to start of performance. The Army Organization or Directorate for whom the contractor is working is responsible for processing the paperwork to obtain passes. Once paperwork is processed the contractor personnel can go to the Installation Access Pass office for issue of their Contractor Pass. The required documents for issue of the Green Contractor Pass are a valid drivers license or other official photo identification and social security card. Contractor is responsible for assuring personnel required to access any installation in performance of the contract obtain the required identification. Costs for employees to travel to the

Government location will be born by the contractor. Failure to obtain required identification will not relieve the contractor from contract performance. Contractor shall be responsible for the return of identification cards upon the expiration of the contract or when an employee is no longer performing work under the contract.

b. Vehicles operating on Army Installations must comply with local registration procedures established by the Provost Marshall. All vehicles shall have a valid State registration, valid certificate of insurance, current safety inspection and be operated by a licensed driver. Vehicle operators shall be prepared to present these documents when requested by security personnel.

c. Privately-owned vehicles (POVs) utilized in performance of the contract will be issued a temporary pass. Company-owned vehicles will not be issued passes and should expect to be stopped and required to show a valid driver's license as a minimum. Prior to performance the contractor shall provide a list of employee POVs to be issued temporary passes.

d. Contractor employees on the list are required to report in person to the vehicle registration office to obtain their pass. The following documents will be required to be presented

- USARHAW Installation Access Pass (color coded photo identification card)
- Valid State Vehicle registration
- Valid Certificate of Insurance
- Current State Safety Inspection
- Valid State driver's license

e. At any time contractor employees are operating contractor-owned vehicles on an Army Installation, they shall have in their possession a letter signed by a corporate officer authorizing the individual to drive the vehicle.

f. The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.

g. Lost vehicle passes shall be reported immediately to the appropriate Vehicle Registration Office in order to obtain new passes. All vehicle passes issued shall be returned to the Vehicle Registration Office upon completion of the contract, termination of an employee or discontinued use of the registered vehicles.

h. Failure to follow the procedures outlined above may result in delays in entering Army Installations. The Government is not responsible for any adverse impact on the contractor or its operation as a result of delays due to the failure to register vehicles.

i. The Provost Marshall has the authority to change the above procedures without notice. Contractors shall adhere to any changes in security procedures.

REQUIRED INSURANCE

Pursuant to the clause entitled "Insurance – Work on a Government installation", the Contractor shall furnish to the Contracting Officer prior to commencement of work a Certificate of Insurance (with a 30-day cancellation notice) with at least the kinds and minimum amounts set forth below. Automobile insurance coverage applies only to vehicles actually used in connection with performing the contract.

Workers' Compensation Insurance or equivalent workers' compensation coverage, as required or prescribed by law, with minimum employer liability limit of \$100,000

General Liability Insurance: \$500,000 per occurrence

Automobile Insurance: \$200,000 per person

\$500,000 per occurrence for bodily injury

\$20, 000 per occurrence for property damage

It is the contractor's responsibility to insure the following changes are incorporated into their submitted Certificate of Insurance:

- (a) The Contract Number must appear in the body of the Certificate of Insurance.
- (b) The Certificate holder name shall read: ACA-PACIFIC REGION
RCO-HI ATTN SFCAPRH BLDG 520
FORT SHAFTER HI 96858-5025

3. The Certificate of Insurance cancellation statement shall be revised as follows: Delete the words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." The Certificate of Insurance cancellation statement shall then read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left."

LICENSING AND PERMITS

The Contractor shall, without additional expenses to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, in connection with the performance of this contract.

ACCIDENT PREVENTION AND SAFETY REQUIREMENTS

a. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the Contractor concerned. Therefore, upon commencement of work, the Contractor shall initiate an accident prevention and safety program applicable to the work to be performed under this contract. Further, the Contractor shall conduct a safety orientation for all employees immediately following their employment under this contract. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's Project Manager of potential or existing occupational health hazards that require attention.

b. The Contractor shall comply with the requirements of OSHA and the Hawaii Occupational Safety and Health Law as administered by the Division of Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii.

c. Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be affected as soon as possible and as determined by attending medical authorities. Contractor employees and not the Government will bear all medical expenses.

ACCIDENT REPORTING

a. When a job-related injury occurs regardless of severity, the Contractor shall prepare within 24 hours a Report of Accident in Quadruplicate and 25th ID(L) & USARHAW Accident Worksheet, forms to be provided by the COR, and forward the original and two copies through the COR to the Installation Safety Officer designated by the COR. The Contractor shall maintain an accident file for the life of the contract, which contains a copy of all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the Safety Office through the Contracting Officer.

b. The forms, referenced above, are available at no cost to the Contractor upon request from the Contracting Officer's Representative (COR).

PARKING

Contractor shall ensure vehicles are parked only in authorized areas. Vehicles and equipment shall not be driven or parked on sidewalks or grassed areas. Damage cause by contractor vehicles shall be repaired at the contractor's expense. Contractor shall keep at the site only equipment and materials for immediate use. Requests for special arrangements for parking of equipment and vehicles shall be made with the COR in advance.

SUBMISSION OF INVOICE TO THE PAYING OFFICE

a. Submit invoice to paying office by facsimile (FAX). The FAX number for Army Vendor Pay is (808) 472-5826.

b. The address for Army Vendor Pay is:

DFAS PACIFIC
ATTN: DFAS PC-FPVA
477 ESSEX STREET
PEARL HARBOR, HI 96860-5806

PHONE: 1-888-222-6950 (TOLL FREE)

c. Submit one (1) informational copy of invoice to:

US ARMY GARRISON HAWAII
OFFICE OF THE CDR
RUBY BATALONE
BLDG 580
SCHOFIELD BARRACKS, HAWAII 96857

PHONE: 808-655-4356
FAX: 808-655-1559

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

a. At the time of each delivery of supplies or service under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report (DD Form 250) of the Defense FAR Supplement.

b. Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at [252.232-7003](#)) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

NOTE: For this contract, the Contractor shall prepare and submit a Material Inspection and Receiving Report to the Contracting Officer's Representative (COR) on a monthly basis, for work performed during each calendar month. Unless otherwise specified, acceptance will be performed monthly by the COR.

MOBILIZATION AND OTHER CONTINGENCY PLANNING

a. There exists the possibility that a general or limited mobilization of reserve forces or an emergency may impact upon contract performance. In the event of such a situation, the Government reserves the right to require the Contractor to promptly take whatever measures are needed to meet any new demands placed upon it. Such demands

may well require increases in contractor- furnished property, as well as extended work hours and expansion of the contract work force.

b. To insure that Government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the Contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expand its contract capabilities to meet the exigency.

c. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

OFFER ACCEPTANCE PERIOD

This is an addendum to clause 52.212.-1(c). By submitting an offer, the offeror agrees to hold the prices submitted with its offer firm for a period of 90 calendar days from date set for receipt of offers.

CONTRACT AWARD AND PERFORMANCE PERIOD

The Government intends to award a single contract for all line items and expects to award by 30 September 2005 contract period to be 1 October 2005 through 15 November 2005. If awarded later than 30 September 2005, there may be a corresponding change in the commencement date. However, the expiration date of the contract will remain 15 November 2005.

ACCESS TO ARMY INSTALLATIONS

All vehicle operators must be prepared to provide a valid driver's license, vehicle registration, certificate of insurance and current safety inspection to the security guard prior to entry to the Installation. Offerors should anticipate a delay in entering the Installation and allow sufficient time when attending a site visit, pre-proposal conference or hand delivering an offer.

SCHEDULED SITE VISIT

a. Survey and inspection of the proposed project is scheduled for 27 September 2005 at Area X at Schofield Barracks, HI. Offerors or their representatives are encouraged to attend. Coordination for the site visit shall be with Joanne Hilmes at (808) 655-0953. The Government cannot guarantee that technical personnel will be available at any other time.

b. Any discussion, remarks and explanations that may be made by any Government representative during a site visit will not change the terms of the solicitation and the technical specifications, unless the solicitation is amended in writing.

c. The Government reserves the right to disallow or limit the use of still or video cameras during the site visit.

PROTESTS TO THE AGENCY

In accordance with Federal Acquisition Regulation Part 33.103, any offeror submitting a protest to the Agency may appeal the decision of the Contracting Officer by requesting an independent review by the official appointed by the Head of the Contracting Activity.

SOW**STATEMENT OF WORK**

**Install Sprung Instant Structures in Area X – Schofield Barracks
and
Install Electrical Package for Sprung Instant Structures in Area X – Schofield Barracks
FOR
Headquarters, US Army Garrison, Hawaii (USAG-HI)**

1 INTRODUCTION

The purpose of this effort is to provide installation services and electrical packages for 42 Insulated Sprung Instant Structures with the following:

SIGNATURE SERIES, 16 feet wide by 32 feet long:

- 1 - Complimentary Graphic Logo at Entrance
- 2 - 39"x39" Sealed window c/w between glass blind
- 1 - Single Personal Door c/w Top Lite & Slider
- 1 - Single Personal Door XL c/w Top Lite & Slider
- 2 - Framed Opening(s) - Maximum 16 sq ft
- 2 - Flat Ends
- 1 - Electrical Mast
- 1 - Penetration Kit (small)
 - Tedlar Coated Exterior Membrane - no Skylight
 - Fiberglass insulation to the Peak c/w White Interior Membrane
 - Perimeter Aluminum Flat Bar

ELECTRICAL PACKAGE, complete with:

- 100 amp 12 cot 3 ph 208/.120 volt panel breakers
- 2 - 20 amp receptacles for AC Units
- 6 - Receptacles
- 10 - 4 feet Industrial strip fixtures c/w lamps
 - packaging

AIR-CONDITIONING UNIT:

- 84 - 12,000 BTU capacity, 120 volts, size 24"x15"

WALKWAY COVERS, 9'5" wide by 1038 feet of connecting corridor:

- Eight hood intersection connections
- 2 - Transition Bumper

- Terminating Aluminum Trim at the 7' level
- Tedlar coated membrane

1.1 BACKGROUND

1.1.1 Area X, Schofield Barracks requires upgraded facilities for the billeting of Soldiers returning from overseas. The objective is to optimize comfort, convenience, security and appearance of the facilities. The structures must be lighted and have air conditioning.

1.2 SCOPE

1.2.1 The scope of this effort includes:

- Receiving, unpacking, inventorying, assembling, erecting and anchoring to an existing concrete slab forty-two (42) 16' wide by 32' long Insulated Sprung Instant Structure with specified accessories listed in paragraph 1. The forty-two Signature Series Sprung Structure shipments are staggered and are scheduled to arrive on-island between 30 September 2005 and 20 October . This requirement includes unpacking, inventorying, assembling, and installing electrical packages to include overhead lights, wall sockets, windows, and other components as identified in para 1. Point of contact is Ms. JoAnn Hilmes, 655-0953. She will notify the contractor when containers are on-island.

- Contractor will provide and install two (2) each air conditioners in each of the 42 Signature Series Sprung Structure (16'x32'). Capacity of air conditioners should not be lower than 12,000 BTUs, 102 volt, 110 outlet. Each requires a dedicated 20 amp circuit which is included in the package. Air conditioning units should be compatible with the electrical package cited in paragraph 1. Installation of A/Cs includes placing a hole (2 each), approximate size 24"x15", in the structure.

- Walkway covers will be erected over existing sidewalks between sprung structures. The intent is to ensure overhead cover for inclement weather.

1.2.2 This effort will be accomplished by factory trained supervisors and workers experienced in the manner Sprung Instant Structures are assembled. Tools provided by the factory will be used.

1.2.3 This effort will be accomplished by licensed electrical workers under the supervision of a Hawaii Licensed Electrical Contractor.

2 REFERENCED DOCUMENTS

Factory certification of supervisor training and factory data on electrical package will be provided upon request.

3 REQUIREMENTS

The contractor shall perform the work in a timely manner, beginning immediately upon the arrival of the materials. Installation and electrical packages should start as of 1 Oct and end NLT 15 Nov.

3.1 TECHNICAL REQUIREMENTS

Must be Sprung authorized representative.

3.2 CONTRACT MANAGEMENT

3.2.1 The Contractor shall implement and maintain cost and schedule monitoring procedures adequate to provide performance reporting and timely identification and resolution of all problems that effect proper completion of this effort.

3.2.2 The Contractor shall prepare drawings as needed.

4.0 CONTRACTOR MANPOWER REPORTING (CMR)

“The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address.

“<https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer’s Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hour (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including sub-contractors), (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the contract period of performance not to exceed 12 months and must be reported within 30 days after the end of the contract performance period. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor’s systems to the secure web site without the need for separate data entries for each required data element at

the web site. The specific formats for the XML direct transfer may be downloaded from the web site.”*

* Note: Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data.

WAGE DETERMINATIONREGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210William W.Gross Division of
Director Wage DeterminationsWage Determination No.: 1994-2153
Revision No.: 36
Date Of Last Revision: 08/31/2005

State: Hawaii

Area: Hawaii Statewide

OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage
Determination 2000-0085

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.15
01012 - Accounting Clerk II	12.30
01013 - Accounting Clerk III	13.95
01014 - Accounting Clerk IV	16.40
01030 - Court Reporter	18.59
01050 - Dispatcher, Motor Vehicle	15.47
01060 - Document Preparation Clerk	11.95
01070 - Messenger (Courier)	11.23
01090 - Duplicating Machine Operator	13.13
01110 - Film/Tape Librarian	12.35
01115 - General Clerk I	9.30
01116 - General Clerk II	10.80
01117 - General Clerk III	12.31
01118 - General Clerk IV	14.26
01120 - Housing Referral Assistant	21.78
01131 - Key Entry Operator I	11.35
01132 - Key Entry Operator II	13.68
01191 - Order Clerk I	12.61
01192 - Order Clerk II	13.74
01261 - Personnel Assistant (Employment) I	13.88
01262 - Personnel Assistant (Employment) II	14.93
01263 - Personnel Assistant (Employment) III	17.88
01264 - Personnel Assistant (Employment) IV	19.68
01270 - Production Control Clerk	18.63
01290 - Rental Clerk	14.18
01300 - Scheduler, Maintenance	16.41

01311 - Secretary I	16.41
01312 - Secretary II	19.37
01313 - Secretary III	21.79
01314 - Secretary IV	26.48
01315 - Secretary V	30.97
01320 - Service Order Dispatcher	11.61
01341 - Stenographer I	13.43
01342 - Stenographer II	15.71
01400 - Supply Technician	21.34
01420 - Survey Worker (Interviewer)	12.88
01460 - Switchboard Operator-Receptionist	13.45
01510 - Test Examiner	19.37
01520 - Test Proctor	19.37
01531 - Travel Clerk I	12.72
01532 - Travel Clerk II	13.71
01533 - Travel Clerk III	14.70
01611 - Word Processor I	13.13
01612 - Word Processor II	14.18
01613 - Word Processor III	16.69
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.26
03041 - Computer Operator I	15.93
03042 - Computer Operator II	17.44
03043 - Computer Operator III	20.73
03044 - Computer Operator IV	22.55
03045 - Computer Operator V	24.95
03071 - Computer Programmer I (1)	21.26
03072 - Computer Programmer II (1)	23.11
03073 - Computer Programmer III (1)	26.48
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.47
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.93
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.34
05010 - Automotive Glass Installer	16.53
05040 - Automotive Worker	16.53
05070 - Electrician, Automotive	16.85
05100 - Mobile Equipment Servicer	14.26
05130 - Motor Equipment Metal Mechanic	18.34
05160 - Motor Equipment Metal Worker	16.53
05190 - Motor Vehicle Mechanic	19.27
05220 - Motor Vehicle Mechanic Helper	13.06
05250 - Motor Vehicle Upholstery Worker	15.63
05280 - Motor Vehicle Wrecker	16.53
05310 - Painter, Automotive	19.16
05340 - Radiator Repair Specialist	16.53
05370 - Tire Repairer	13.78
05400 - Transmission Repair Specialist	18.31
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.52
07010 - Baker	13.52
07041 - Cook I	12.52

07042 - Cook II	13.98
07070 - Dishwasher	12.05
07130 - Meat Cutter	17.27
07250 - Waiter/Waitress	10.82
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.41
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.41
09100 - Furniture Refinisher Helper	13.41
09110 - Furniture Repairer, Minor	15.12
09130 - Upholsterer	17.41
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.34
11060 - Elevator Operator	11.62
11090 - Gardener	13.58
11121 - House Keeping Aid I	12.24
11122 - House Keeping Aid II	12.91
11150 - Janitor	11.62
11210 - Laborer, Grounds Maintenance	12.17
11240 - Maid or Houseman	12.24
11270 - Pest Controller	14.70
11300 - Refuse Collector	14.33
11330 - Tractor Operator	14.06
11360 - Window Cleaner	12.65
12000 - Health Occupations	
12020 - Dental Assistant	14.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.76
12071 - Licensed Practical Nurse I	13.29
12072 - Licensed Practical Nurse II	15.83
12073 - Licensed Practical Nurse III	17.70
12100 - Medical Assistant	13.58
12130 - Medical Laboratory Technician	16.13
12160 - Medical Record Clerk	14.23
12190 - Medical Record Technician	16.16
12221 - Nursing Assistant I	10.32
12222 - Nursing Assistant II	11.59
12223 - Nursing Assistant III	12.65
12224 - Nursing Assistant IV	13.33
12250 - Pharmacy Technician	13.44
12280 - Phlebotomist	14.21
12311 - Registered Nurse I	25.40
12312 - Registered Nurse II	31.09
12313 - Registered Nurse II, Specialist	31.09
12314 - Registered Nurse III	37.28
12315 - Registered Nurse III, Anesthetist	37.28
12316 - Registered Nurse IV	44.70
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.86
13011 - Exhibits Specialist I	19.61
13012 - Exhibits Specialist II	23.29
13013 - Exhibits Specialist III	28.49
13041 - Illustrator I	20.67
13042 - Illustrator II	24.51
13043 - Illustrator III	29.95

13047 - Librarian	27.89
13050 - Library Technician	16.46
13071 - Photographer I	12.69
13072 - Photographer II	15.29
13073 - Photographer III	18.12
13074 - Photographer IV	22.17
13075 - Photographer V	26.79
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	10.18
15030 - Counter Attendant	10.18
15040 - Dry Cleaner	12.75
15070 - Finisher, Flatwork, Machine	10.18
15090 - Presser, Hand	10.18
15100 - Presser, Machine, Drycleaning	10.18
15130 - Presser, Machine, Shirts	10.18
15160 - Presser, Machine, Wearing Apparel, Laundry	10.18
15190 - Sewing Machine Operator	13.58
15220 - Tailor	14.30
15250 - Washer, Machine	11.08
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.56
19040 - Tool and Die Maker	26.56
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.59
21020 - Material Coordinator	19.67
21030 - Material Expediter	19.67
21040 - Material Handling Laborer	16.89
21050 - Order Filler	13.50
21071 - Forklift Operator	17.38
21080 - Production Line Worker (Food Processing)	14.66
21100 - Shipping/Receiving Clerk	14.17
21130 - Shipping Packer	15.22
21140 - Store Worker I	11.45
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	16.09
21210 - Tools and Parts Attendant	17.38
21400 - Warehouse Specialist	17.38
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	26.12
23040 - Aircraft Mechanic Helper	19.03
23050 - Aircraft Quality Control Inspector	29.84
23060 - Aircraft Servicer	22.07
23070 - Aircraft Worker	23.56
23100 - Appliance Mechanic	21.56
23120 - Bicycle Repairer	13.78
23125 - Cable Splicer	23.46
23130 - Carpenter, Maintenance	24.52
23140 - Carpet Layer	23.27
23160 - Electrician, Maintenance	25.95
23181 - Electronics Technician, Maintenance I	23.90
23182 - Electronics Technician, Maintenance II	25.17
23183 - Electronics Technician, Maintenance III	26.50
23260 - Fabric Worker	18.75
23290 - Fire Alarm System Mechanic	23.46
23310 - Fire Extinguisher Repairer	17.36

23340 - Fuel Distribution System Mechanic	22.44
23370 - General Maintenance Worker	18.39
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.70
23430 - Heavy Equipment Mechanic	26.98
23440 - Heavy Equipment Operator	28.52
23460 - Instrument Mechanic	28.06
23470 - Laborer	12.97
23500 - Locksmith	21.32
23530 - Machinery Maintenance Mechanic	23.46
23550 - Machinist, Maintenance	24.55
23580 - Maintenance Trades Helper	13.41
23640 - Millwright	23.46
23700 - Office Appliance Repairer	21.56
23740 - Painter, Aircraft	20.85
23760 - Painter, Maintenance	20.99
23790 - Pipefitter, Maintenance	26.09
23800 - Plumber, Maintenance	24.22
23820 - Pneudraulic Systems Mechanic	23.46
23850 - Rigger	23.46
23870 - Scale Mechanic	20.15
23890 - Sheet-Metal Worker, Maintenance	27.85
23910 - Small Engine Mechanic	20.15
23930 - Telecommunication Mechanic I	24.18
23931 - Telecommunication Mechanic II	24.65
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	21.98
23965 - Well Driller	22.96
23970 - Woodcraft Worker	23.46
23980 - Woodworker	17.24
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.56
24580 - Child Care Center Clerk	15.14
24600 - Chore Aid	10.36
24630 - Homemaker	20.11
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.46
25040 - Sewage Plant Operator	18.99
25070 - Stationary Engineer	22.96
25190 - Ventilation Equipment Tender	15.96
25210 - Water Treatment Plant Operator	18.99
27000 - Protective Service Occupations	
(not set) - Police Officer	19.36
27004 - Alarm Monitor	16.02
27006 - Corrections Officer	17.53
27010 - Court Security Officer	18.85
27040 - Detention Officer	17.53
27070 - Firefighter	19.51
27101 - Guard I	10.45
27102 - Guard II	12.98
29000 - Technical Occupations	
21150 - Graphic Artist	18.31
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92

29023 - Archeological Technician I	15.44
29024 - Archeological Technician II	17.29
29025 - Archeological Technician III	21.41
29030 - Cartographic Technician	23.96
29035 - Computer Based Training (CBT) Specialist/ Instructor	26.47
29040 - Civil Engineering Technician	20.08
29061 - Drafter I	12.67
29062 - Drafter II	16.30
29063 - Drafter III	19.68
29064 - Drafter IV	23.44
29081 - Engineering Technician I	14.46
29082 - Engineering Technician II	18.64
29083 - Engineering Technician III	22.50
29084 - Engineering Technician IV	29.74
29085 - Engineering Technician V	32.60
29086 - Engineering Technician VI	39.41
29090 - Environmental Technician	18.01
29100 - Flight Simulator/Instructor (Pilot)	29.71
29160 - Instructor	23.55
29210 - Laboratory Technician	17.68
29240 - Mathematical Technician	25.78
29361 - Paralegal/Legal Assistant I	17.27
29362 - Paralegal/Legal Assistant II	20.23
29363 - Paralegal/Legal Assistant III	24.75
29364 - Paralegal/Legal Assistant IV	29.91
29390 - Photooptics Technician	23.44
29480 - Technical Writer	24.18
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	23.23
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.09
29622 - Weather Observer, Upper Air (3)	19.09
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.54
31260 - Parking and Lot Attendant	7.59
31290 - Shuttle Bus Driver	13.58
31300 - Taxi Driver	10.78
31361 - Truckdriver, Light Truck	12.74
31362 - Truckdriver, Medium Truck	16.15
31363 - Truckdriver, Heavy Truck	18.27
31364 - Truckdriver, Tractor-Trailer	18.27
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.41
99030 - Cashier	10.35
99041 - Carnival Equipment Operator	11.72
99042 - Carnival Equipment Repairer	12.46
99043 - Carnival Worker	9.33
99050 - Desk Clerk	14.57
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	18.49

99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.60
99500 - Recreation Specialist	16.11
99510 - Recycling Worker	18.01
99610 - Sales Clerk	10.53
99620 - School Crossing Guard (Crosswalk Attendant)	10.46
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	22.84
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.11
99660 - Surveying Aide	12.49
99690 - Swimming Pool Operator	12.87
99720 - Vending Machine Attendant	11.34
99730 - Vending Machine Repairer	13.52
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$1.29 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.87. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.